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execution or as to its effect upon the title.*

**RECORDING REQUESTED BY:**

Joseph W. Rich  
25th & Western, LLC  
1000 N. Western Avenue, Suite 200  
San Pedro, California 90732

**WHEN RECORDED, MAIL TO:**

Department of Toxic Substances Control  
Attention: Thomas M. Cota, Chief  
Southern California Cleanup Operations  
Branch, Cypress Office  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630

A CERTIFIED TRUE COPY OF AN INSTRUMENT

RECORDED March 28, 2006

AS INSTRUMENT NO. 06-0656884

OFFICIAL RECORDS

LandAmerica Commercial Services BY *Tom Cota*

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

Re: Assessor's Parcel No. 7563-016-016, 1609 25<sup>th</sup> Street, South Shore Center, Los Angeles County, California.

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This Covenant and Agreement ("Covenant") is made by and between 25<sup>th</sup> & Western, LLC ("Covenantor"), the current owner of property situated in the City of San Pedro, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control ("Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the

"Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01. The Property, totaling approximately 2 acres, is improved with a three-story office building and a one-story retail building totaling approximately 105,932 square feet. The Property is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located at 1609 25th Street, at the corner of 25<sup>th</sup> Street and S. Western Avenue, in the South Shore Center in the City of San Pedro (90732), County of Los Angeles, State of California. The Property is more specifically described as Los Angeles County Assessor's Parcel No. 7563-016-016.

1.02. The Property was initially remediated between March, 1995 and March, 1997 by Kennedy/Jenks Consultants on behalf of the owner and their financial institute 1<sup>st</sup> Nationwide Bank without the oversight of any governmental agency. A subsequent soil investigation was conducted from 2001 to 2005 pursuant to a Voluntary Cleanup Agreement between the Department and Rich Development Company. Groundwater at the site was not included in the investigation. A Preliminary Endangerment Assessment (PEA) of the soil was conducted under the oversight of the Department, and a report, dated August 31, 2001, was submitted to the Department pursuant to Chapter 6.8 of Division 20 of the H&SC. A revised Preliminary Endangerment Assessment report, dated January 25, 2005 (revised PEA Report) was prepared upon completion of remedial activities and submitted to the Department.

The revised PEA Report recommended that the Property not be used for residential purposes unless impacted soil was excavated and engineering controls installed because of residual tetrachloroethene (PCE) in the soil. Trichloroethene (TCE) is also present. PCE and TCE are considered hazardous substances as defined in H&SC

section 25316 and hazardous materials as defined in H&SC section 25260. These chemicals remain at depths of 16 feet or less below ground surface in the Restricted Areas of the Property at maximum soil gas concentrations of 1,800 micrograms/liter PCE and 1,100 micrograms/liter TCE. The revised PEA Report contains a Final Human Health Screening Evaluation. The Department on March 28, 2005 approved the revised PEA Report, with further action required as follows. Due to the estimated risk levels posed by residual PCE and TCE in soil at the Site, the Property should not be used for residential-type purposes. Since the site does not meet residential risk standards, the Property must either be cleaned up to residential standards or a land use covenant will be necessary to restrict development of sensitive uses on the site (e.g., residential, day care, schools).

Remedial activities at the Site included excavation of soil impacted by PCE and TCE, from depths of up to 16 feet below the surface in the accessible areas of the Property. The excavated soil was transported to an offsite treatment facility. The only areas where the impacted soils were not removed were inaccessible areas, or the areas where excavation might have jeopardized the integrity of the aboveground structures or belowground utility pipes or footings such as gas pipelines in the parking lot. The inaccessible areas mainly include areas beneath and adjacent to building foundations on the Property, under the parking lot cover, and along sewer lines and underground utilities. Areas of limited access and inaccessible portions of the Property, where impacted soil remains in place, are referred to as "Restricted Areas" and are depicted on the surveyed map, included in Exhibit "B", which is attached and incorporated by this reference. Asphalt/concrete in Restricted Areas, which serves as a cover, is necessary in order to prevent workers from coming into direct contact with surface soil from the Restricted Areas.

1.03. The Department's PEA Guidance Manual, January, 1994, Second Printing, June, 1999, requires a screening level risk evaluation using exposure parameters consistent with a residential scenario. The indoor air concentrations predicted from soil gas data may differ from actual indoor air concentrations due to site-specific parameters. The native clay material present beneath the building on the Property appears to prevent or significantly retard vapor migration, as evidenced by the

inability to extract soil gas from the clay material, according to the revised PEA Report.

In its March 28, 2005 approval of the revised PEA report, the Department concluded that, based on its review of the revised PEA, including evaluation of those aspects that affect the risk to human health, the site should not be used for residential purposes. Should unrestricted land use be sought for the Property at some point in the future, it would be necessary to remediate the chemicals of concern (COCs) from the inaccessible areas and from the accessible portions of the onsite area. Measures may also need to be taken to verify that COC concentrations are compatible with unrestricted land use, or to add engineered controls designed to prevent exposure to the COCs.

1.04. This Covenant does not address groundwater at the Property.

## ARTICLE II

### DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, which at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

## ARTICLE III

### GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority

to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Deed Restriction to be paid by Owner. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. The Owner covenants that the Owner shall pay the Department's costs of administering this Covenant.

#### ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.
- (e) A convalescent home.
- (f) Any use that includes full-time human habitation.

#### 4.02. Soil Management

- (a) No activities that will disturb the soil at or below the pavement in the Restricted Areas (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.

- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Restricted Areas, as depicted in the surveyed map, included in Exhibit B.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Raising of food (cattle, food crops).
- (b) Drilling for water, oil, or gas, without prior written approval by the Department.
- (c) Extraction of groundwater for purposes other than site remediation or construction dewatering. The Owner shall notify the Department of any and all chemicals found in groundwater. If groundwater is sampled and analyzed and is found to be contaminated, a Remedial Investigation of the groundwater at the Property may be required.

4.04. Non-Interference with Cover in Restricted Areas. Covenantor agrees:

- (a) Activities that may disturb the site cover in the Restricted Areas (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted without prior review and approval by the Department.
- (b) All uses and development of the Restricted Areas shall preserve the integrity of the existing cover.
- (c) The cover in the Restricted Areas shall not be altered without prior

written approval by the Department.

- (d) Covenantor shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the cover in the Restricted Areas and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

## ARTICLE V

### ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM



6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this

Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

25<sup>th</sup> & Western LLC  
1000 N. Western Avenue, Suite 200  
San Pedro, California 90732  
Attention: Mr. Joseph W. Rich  
Telephone: (310) 547-3326  
Fax : (310) 547-1177

With Copy to:  
Mr. Bert Drews, CIH  
Project Manager  
Kennedy/Jenks Consultants  
622 Folsom St.  
San Francisco, California 94107  
Telephone: (415) 243-2150, 2526  
Fax: (415) 896-0999

Department of Toxic Substances Control  
Attention: Mr. Thomas M. Cota, Chief  
Southern California Cleanup Operations Branch, Cypress Office  
5796 Corporate Avenue  
Cypress, California 90630  
Phone: (714) 484-5459  
Fax: (714) 484-5438

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

7.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an annual report to the Department by January 15<sup>th</sup> of each year. The annual report, filed by the Owner, shall describe how all the Restrictions in Article IV of this Covenant are being met.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: 25th & Western, LLC

By: \_\_\_\_\_

Title: Joseph W. Rich, Managing Member

Date: 3-7-06

Department of Toxic Substances Control

By: \_\_\_\_\_

Title: Thomas M. Cota, Chief

Southern California Cleanup Operations Branch – Cypress Office

Date: 3/21/06

STATE OF CALIFORNIA

)

)

COUNTY OF

On this Los Angeles day of March, in the year 2006,

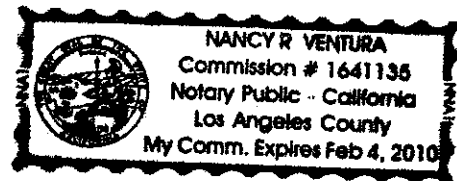
Before me Nancy R. Ventura "Notary Public" personally appeared

Joseph W. Rich

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy R. Ventura



ACKNOWLEDGMENT

State of : California

County of Orange

On March 21, 2006, before me Deborah R. Saito, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas M. Cota,  
Name(s) of Signer (s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal



Place Notary Seal Above

Deborah R. Saito  
Signature of Notary Public

## List of Exhibits

Exhibit A – Description of Property

Exhibit B – Survey Map of Restricted Areas

EXHIBIT A

Description of Property

**[ 25<sup>th</sup> & Western Grant Deed 1997]**

RECORDING REQUESTED BY:  
STEWART TITLE

97 519060

WHEN RECORDED MAIL TO:

25TH & WESTERN, LLC

23591 EL TORO ROAD-UNIT 160-G  
LAKE FOREST, CA 92630

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA

4:01 PM APR 04 1997

ORDER NO. 350012943  
ESCROW NO. 96197712

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$

TRANSFER TAX

NOT A PUBLIC RECORD

A.P.N.: 7563-16-9,15

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: (X) City of SAN PEDRO and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
GRANITE MANAGEMENT CORP., A DELAWARE CORPORATION

FEE \$16 J  
DAF \$2  
C-20 4

a corporation organized under the laws of the state of DELAWARE hereby GRANTS to  
25TH & WESTERN, LLC

the following described real property in the City of SAN PEDRO  
County of LOS ANGELES, State of CALIFORNIA  
SEE ATTACHED EXHIBIT "A"

DATE: March 19, 1997

STATE OF ~~CALIFORNIA~~

NEW YORK

COUNTY OF NASSAU

} ss.

GRANITE MANAGEMENT CORP.,  
A DELAWARE CORPORATION

By

*Pamela L. Gheysen*  
Pamela L. Gheysen,

its: First Vice President

By

On MARCH 24 1997, before me CLIFFORD GELFAND

personally appeared PAMELA L. GHEYSEN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Clifford Gelfand*

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

CLIFFORD GELFAND  
Notary Public, State of New York  
No. 01GE5068133  
Qualified in Nassau County  
Commission Expires Sept. 23, 1998



*Exhibit A*  
**SCHEDULE A (CONTINUED)**

**DESCRIPTION:** THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOT 207 OF TRACT 17400, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 480, PAGES 39 TO 43 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 207, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 48 DEGREES 34' 55" EAST THEREON 222.25 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 48 DEGREES 34' 55" EAST 65.61 FEET TO THE BEGINNING OF A CURVE IN SAID LOT; CONCAVE TO THE WEST, TANGENT TO SAID SOUTHEASTERLY LINE AND HAVING A RADIUS OF 76.20 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 133.25 FEET TO THE END OF SAME; THENCE NORTH 51 DEGREES 36' 45" WEST 3.14 FEET TO THE BEGINNING OF A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT, CONCAVE TO THE SOUTHWEST, TANGENT TO SAID LAST MENTIONED COURSES AND HAVING A RADIUS OF 1,958 FEET; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE 91.00 FEET TO A POINT A RADIAL LINE OF SAID LAST MENTIONED CURVE TO SAID LAST MENTIONED POINT BEARS NORTH 35 DEGREES 43' 29" EAST; THENCE 35 DEGREES 43' 29" WEST 125.00 FEET TO A LINE BEARING NORTH 41 DEGREES 25' 05" WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 41 DEGREES 25' 05" EAST 154.11 FEET TO SAID POINT OF BEGINNING.

EXCEPT THEREFROM 50% OF ALL OIL, GAS AND MINERAL RIGHTS SET OUT IN THAT CERTAIN DEED RECORDED IN BOOK 40364, PAGE 368, OFFICIAL RECORDS OF SAID COUNTY, AS SAID RESERVATION IS MODIFIED IN AND BY THAT CERTAIN QUITCLAIM OF RIGHT OF ENTRY, RECORDED IN BOOK 40774, PAGE 251, OF SAID OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL REMAINING OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID REAL PROPERTY, NOT RESERVED IN THE SAID INSTRUMENTS RESPECTIVELY RECORDED IN BOOK 40364, PAGE 368 AND IN BOOK 40774, PAGE 251 OF SAID OFFICIAL RECORDS, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT AS HEREINAFTER LIMITED TO DRILL, REDRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AND WATER NECESSARY THEREFOR, AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER

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WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF 100 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY AS RESERVED IN DEED RECORDED IN BOOK 49981, PAGE 182, OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT 207 OF TRACT 17400, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 480, PAGES 39 TO 43 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 207, DISTANT NORTHWESTERLY THEREON 91.00 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN CURVE IN SAID NORTHEASTERLY LINE SHOWN ON THE MAP OF SAID TRACT AS HAVING A RADIUS OF 1958 FEET AND AN ARC LENGTH OF 402.55 FEET; THENCE RADIAL TO SAID CURVE, SOUTH 35 DEGREES 43' 29" WEST 108.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 35 DEGREES 43' 29" WEST, 17.00 FEET TO A LINE BEARING NORTH 41 DEGREES 25' 05" WEST FROM A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT THAT IS DISTANT THEREON NORTH 48 DEGREES 34' 55" EAST 222.25 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG SAID LINE THAT PASSES THROUGH SAID LAST MENTIONED POINT, SOUTH 41 DEGREES 25' 05" EAST 48.00 FEET; THENCE NORTH 35 DEGREES 43' 29" EAST 17.00 FEET; PARALLEL WITH SAID LINE HAVING A BEARING OF SOUTH 35 DEGREES 43' 29" WEST TO A LINE PARALLEL WITH SAID LINE HAVING A BEARING OF SOUTH 41 DEGREES 25' 05" EAST AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 25' 05" WEST 48.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM 50% OF ALL OIL, GAS AND MINERAL RIGHTS SET OUT IN THAT CERTAIN DEED RECORDED IN BOOK 40364, PAGE 368, OFFICIAL RECORDS OF SAID COUNTY, AS SAID RESERVATION IS MODIFIED IN AND BY THAT CERTAIN QUITCLAIM OF RIGHT OF ENTRY, RECORDED IN BOOK 40774, PAGE 251, OF SAID OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS, AND OTHER MINERALS IN AND UNDER SAID REAL PROPERTY, NOT RESERVED IN THE SAID INSTRUMENTS RESPECTIVELY RECORDED IN BOOK 40364, PAGE 365 AND BOOK 40774, PAGE 251 OF SAID OFFICIAL RECORDS, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT, AS HEREINAFTER LIMITED, TO DRILL, REDRILL, DEEPEN, COMPLETE, AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE, AND REMOVE OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND WATER NECESSARY THEREFOR, AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE

97- 519060

MENTIONED PURPOSES; BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH  
SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF ONE HUNDRED (100)  
FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS  
RESERVED BY GENERAL REALTY CO., IN BOOK 47173, PAGE 173 OF  
OFFICIAL RECORDS.

97- 519060

Exhibit B

Survey Map of Restricted Areas

**[Dec05f01Map restricted area 122005]**

[illegible]

AREA OF PCE IMPACTED SOIL

- [illegible]



## SITE VISIT FORM FOR DEED RESTRICTIONS

SITE NAME: Lucky Dry Cleaners

STREET ADDRESS: 1609 25<sup>th</sup> Street

CITY & ZIP CODE: San Pedro, 90732

DATE OF FILE REVIEW: July 14, 2006 (File: "Covenant to Restrict Use of Property, Environmental Restriction" dated March 28, 2006. Instrument Number 06-0656884)

### ELEMENTS OF DEED RESTRICTION:

- The 25<sup>th</sup> & Western, LLC ("Covenantor") agrees that the property, or any portion thereof, is not to be used for residential purposes, hospitals for humans, schools for persons under 21 years of age, day-care centers for children, a convalescent home or any use that includes full-time human habitation.
- No activities that will disturb the soil at or below the pavement in Restricted Areas shall be allowed without approval from DTSC following at least a 14 day notice.
- Prohibited activities include: Raising of food (cattle, food crops), drilling for water, oil or gas and extraction of groundwater for purposes other than site remediation or construction dewatering.
- The Covenantor agrees that activities that may disturb the site cover in Restricted Areas are not permitted without review and approval by DTSC.
- The Covenantor agrees that all uses and development of the Restricted Areas shall preserve the integrity of the existing cover and the cover shall not be altered without written approval by the department.
- The Covenantor agrees that DTSC shall be notified of the type, cause and location of any damage to the cover and the type and date of repair of such damage.
- DTSC and its designees shall have reasonable right of access to the property.

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SITE VISIT DATE: July 14, 2006

### OBSERVATIONS:

- Lucky Dry Cleaners is a current operator on the property. The property on which Lucky Dry Cleaners is located is set up with multiple operators as a 'strip mall'.
- The property is not in use for full-time human habitation or other restricted uses.
- It does not appear that soil disturbing activities have occurred.
- It does not appear that there has been drilling for water, oil or gas, extraction of groundwater or raising of food.
- The cover appears to be in good condition and does not appear to have been disturbed or repaired.

PROJECT MANAGER SIGNATURE: \_\_\_\_\_

UNIT CHIEF SIGNATURE: \_\_\_\_\_

*[Signature]*  
*[Signature]* 7/18/06